

FORM PTO-1594 (Rev. 8-93) OMB No. 0651-0011 (exp. 4-94)

RE

09-05-2001

SHEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



Tab settings

To the Honorable Commissioner of I

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attached original documents or copy thereof.

1. Name of conveying party(ies):

Lewmar, Inc.

Y-24-01

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State CT, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

October 12, 2000

Execution Date:

2. Name and address of receiving party(ies)

Name: Marisafe, Inc.

Internal Address:

Street Address: 1721 Independence Blvd. Suite A-1

City: Sarasota State: FL ZIP: 34234

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State FL, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. No. 2,171,724

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: J. Todd Timmerman, Esquire

Internal Address: P. O. Box 172609

Street Address: 101 E. Kennedy Blvd.

Suite 2800

City: Tampa State: FL ZIP: 33602

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Todd Timmerman

August 21, 2001

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002361 FRAME: 0428

## ASSIGNMENT

**THIS ASSIGNMENT** ("Assignment") is executed effective as of the 12<sup>th</sup> day of October, 2000, from **LEWMAR, INC.**, a Connecticut corporation ("Assignor"), to **MARISAFE, INC.**, a Florida corporation ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the owner of the trademark "SOLAS" for "marine distress signals in the nature of projectile and non-projectile pyrotechnic devices" (the "Mark") and Registration No. 2,171,724 for the Mark with the United States Patent and Trademark Office (the "Registration"); and

**WHEREAS**, pursuant to a certain 3d Party Products Distribution Transition Agreement dated October 12, 2000 (the "Agreement"), Assignor agreed to sell, transfer, convey, assign, and deliver to Assignee the entire right, title, and interest of Assignor in and to the Mark and the Registration and all goodwill associated therewith;

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants, promises, and agreements contained in the Agreement, the payment of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign, and deliver unto Assignee all of its right, title, and interest in and to the Mark throughout the world, together with the goodwill of the business symbolized by the Mark and all registrations and recordings of and pending applications relating to the Mark in any office and all renewals thereof owned by Assignor, including, but not limited to, the Registration.

At any time and from time to time at the reasonable request of Assignee, Assignor will execute and deliver to Assignee or other parties designated by Assignee, at Assignee's cost and expense, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Mark has been registered or where application for registration of the Mark has been made, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

This Assignment shall be binding upon and shall inure to the benefit of the legal representatives, successors, and assigns of the respective Assignor and Assignee.

